FOR MYSORE STATE

100—27-10-52.

Finance/Agri (1952) Department.

Y/S SERIES.

G.O. No. 86

86

Dated 23-1-52

[Despatch Abstract.]

Estt. Alignment Agri - Store Keepers and Asst Clerks Personal Security - Furnishing of - Model form Revised

GOVERNMENT OF MADRAS
ABSTRACT

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Establishment - Agriculture - Store keepers and depot clerks - personal security - Furnishing of Model Form - Revised ~~again~~.

-x-x- -x-x-x-x-x-x-x-x-x-x-x-x-x- -x-x-x-x-x-x- -x-x-x-x-x-x-x- -x

FOOD AND AGRICULTURE DEPARTMENT.

G.O. MS. No.96 Dated 23-1-1952.

Read again:-- G.O. Ms. 1793, Development, dated 3-5-1946
G.O. Ms. 3951, Development, dated 28-7-1948.

Read also:-- From the Director of Agriculture, letter No.W5. 810/51, dated 24-10-1951.

-RC-

A revised draft model form of security bond to be executed by the store keepers and Depot clerks of the Agricultural Department approved by Government is appended.

~~S. MURUGESA MUDALIAR~~ M.BARGUNAM
A.S.
3-1-1952.

To
The Director of Agriculture
The Accountant ~~Gen~~ General, throgh Finance
Copy to C.F.

APPENDIX

FORM OF SECURITY BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE (1).....
.... son of ....
Residing at .....(hereinafter called the principal obligor) and (2)
son of ... .
Residing at ... .
and (3) ... .
son of ... .
residing at ... .
hereinafter called the "the sureties" are held and firmly bound unto his Excellency the Governor of Madras (hereinafter called "the Governor" which expression shall, where the context so admits, include his successors in office and assigns) in the sum of Rs. to be ~~paid~~ paid to the Government of Madras (hereinafter called "the Government") their successors or assigns or their certain attorney or attorneys for which payment well and truly to be made we bind ourselves, our heirs executors, administrators and legal representatives jointly and every two of us bind ourselves our heirs, executors, administrators and legal representatives jointly and each of us binds himself his heirs, executors, administrators and legal representatives ~~severally~~ severally firmly by these presents.

Whereas the above principal obligor

was on the day of P.T.O.

19 appointed to, and now holds and exercises, the office of store keeper/depot clerk in the Agricultural department at AND WHEREAS by virture of such office of store keeper/depot clerk the said principal obligor has amongst other duties the care charges and supervision of and responsibility for, the safe and proper storing and keeping in the places appointed for the custody thereof respectively of all money goods, stores, chattles or effects (hereinafter together called "the said property") stored in, used at, received into, or despatched from or paid deposited or brought into the depot of the Agricultural demonstrator where the said principal obligor may be for the time being and from time to time working, by any person or persons whomever and for any purpose or purposes whatsoever;

AND WHEREAS the said ~~principal~~ principal obligor as such store keeper/depot clerk is also responsible that the said property and every part thereof is of full measure and good quality when received into the said depot and until he has duly accounted therefor in the matter hereinafter referred to

AND WHEREAS the said principal obligor is bound from time to time, whenever called upon so to do, to show to his superior officers that the said property and every part thereof, save so much thereof as he has duly accounted, for is at all times intact in the places aforesaid and is also bound to attend for the purpose of discharging his duties aforesaid at such times and places as his superior officers may appoint,

AND WHEREAS the said principal obligor is further bound to keep true and faithful accounts of the said property and of his dealings therewith under written orders of his superior officers, in the form and manner that may from time to time be prescribed under the authority of the Government and also to prepare and submit such returns and such accounts as he may from time to time be called upon by his superior officers to prepare and submit;

AND WHEREAS the responsibility of the said principal obligor for the said property and every part thereof does not cease until the same has been duly used under the written orders aforesaid and accounted for or has been duly despatched from the said depot and delivered over to, and a full and complete discharge there for obtained from such persons and at such places as the District Agricultural officer or other person exercising the functions for the time being under the sanction of the Government may direct.,

AND WHEREAS the said (Principal obligor) and the said (First surety) and the said (Second Surety) as his sureties in that behalf have entered into the above bond in the sum of Rs. conditioned for the due performance by him the said principal obligor of the ~~duties~~ duties of the said office and of other duties appertaining thereto or which may lawfully be required of him and for the indemnity of the Government, their successors and assigns and the servants of the Government against loss from or by reason of the acts or defaults of the said principal obligor.

Now the condition of the above wirtten bond is such that if the said principal obligor shall whilst he shall hold or exercise the duties of the said office as store keeper or depot clerk of any grade whether at or at another station in the said district of or at any station in any other district of the state of Madras always duly perform and fulfil all and every duties thereof aforesaid and further if the said (Principal obligor)

(First surety) and

(Second surety)

do and shall indemnify and save harmless the Government their successors and assigns and all other servants of the Government from and against all and every loss or damage which during the time the said principal obligor, has held executed and enjoyed the said office as storekeeper or depot clerk or any grade whether at or any other station in the district of or any other station in any district of the state of Madras has happened or been sustained or shall or may at any time or times hereafter happen to or be sustained by the Government, their successors, assigns or any such servants as aforesaid by from or through the means of the neglect, failure misconduct, misappropriation, misfeasance, malfeasance, disobedience, omission or insolvency of the said principal obligor or of any any of the servants, clerks and cash keepers coolies or other persons nominated, accepted by or serving under him the said principal obligor or by from or through the consuming, wasting, embezzling, stealing misspending, losing misapplying or otherwise dishonestly or negeligently or through oversight or violence making away or parting with the said property or any part or parts thereof by any person or persons whomsoever whilst he the said principal Obligor shall hold or execute the duties of the said office at any station whatsoever then the obligation shall be avoid and of no effect, otherwise the same shall ~~be void and of no effect, otherwise the same shall be~~ and remain in full force and virtue and the said sum of Rs. or any portion there of recoverable hereunder shall or may be recovered in the same manner as arrears of land revenue:

PROVIDED always and it is hereby agreed and declared that neither of them the said (first surety) or (second surety) shall be at liberty to terminate their suretyship except upon ~~giving~~ to the for the time being six calander months' notice in wirting of his or their intention so to do and the liability under this bond in the event of any such notice being given of the surety by whom it shall be given shall be thereby determined in respect only of acts and ommissions happening after the expiration of the period of six months.

PROVIDED also and it is hereby expressly agreed and declared that the above written bond and the conditions and agreements hereinbefore contained shall be and remain in full force and shall be applicable so long as the said principal obligor shall be holding the office of store keeper/depot clerk of any grade whether at or any other station in the said district of at any station in any other district of the state of Madras and until the audit of accounts of the respective depots for the periods the said principal obligor was holding the said office is over and it is declared that the said prinipal obligor is not responsible for any loss or deficit in stock while he was holding the said office at the said places.

The sureties further agree that any time or indulgence granted to the principal Obligor or any variation of the contract between the principal obligor and the Government or composition with the principal obligor or any contract by which the Government promises to give time or not to sue the principal obligor shall not discharge the sureties from their obligations under this bond. The sureties also agree that this bond shall nto be discharged by their death except as regards future transactions subsequent to the death of the sureties.

The sureties further agree that this bond shall not be discharged by reason of any contract between the Government and the principal obligor by which the principal Obligor is ~~xxx~~ released from any of his obligations or liabilities or by reason of any act or omission on the part of the government the legal consequences of which is the discharge of the principal obligor.

The sureties and the principal obligor agree that the decision of the Director of Agriculture on the question whether the principal obligor and / or the sureties are liable to pay any amount to the Governor and / or the Government under this bond and the extent of such liability shall be final and binding on them;

Signed by the above named in the presence of .....
Signed by the aboveramed in the presence of .....
Signed by the abovenamed in the presence of .....

By (Sd) ~~N. MURUGESA MUDALIAR~~, M SARGUNAM
~~Deputy~~ Secretary to Government.

Cr. Annama/14/11/53.

/Forwarded/By order/

Superintendent.

Read by
G Raman 14.11.53
Examined by
N Balasubramaniam
14.11.53.